

HILL & BARLOW

A PROFESSIONAL CORPORATION

ONE INTERNATIONAL PLACE
BOSTON • MASSACHUSETTS 02110-2607
TELEPHONE (617) 439-3555 FACSIMILE (617) 439-3580

M E M O R A N D U M

TO: Acton Community Development Corporation

Peter Berry
Steven Graham
William Gothorpe
Reverend William Heuss
Kevin McManus
Betty McManus
Jana Mullin
Roy Smith
Nancy Tavernier
Robert Wiltse

7/22/93
@7

FROM: David A. Hoffman *DAH*

RE: New View Neighborhood Development

DATE: April 8, 1993

I am writing in response to your request, at the meeting Bob Engler and I attended, for literature about co-housing in general and New View Neighborhood Development in particular.

As Bob and I mentioned at the meeting, one of New View's primary membership goals has been increasing the diversity of our community. In furtherance of that goal, we have sent packets of literature (like the one enclosed) to the following organizations, with (a) letters discussing our diversity goals and (b) announcements concerning our introductory meetings held at various locations in and around Boston: The Open Door Society (an organization of adoptive families), MIT Black Alumni, the Latino Network (a network of Latino professionals), the Acton-Boxborough Human Rights Council, Concord Human Rights Council, Asian-American Lawyers Association of Massachusetts, Massachusetts Association of Hispanic Attorneys, Massachusetts Black Lawyers Association, Massachusetts Black Women Attorneys, Chinese-American Civic Association, Massachusetts Immigrant and

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Acton Community Development
Corporation
April 8, 1993
Page 2

Refugee Advocacy Coalition, Boston Native-American Council, Black Political Task Force, Urban League of New England, Massachusetts Chapter of the NAACP, Latino Democratic Committee, Roxbury Chamber of Commerce, International Institute of Boston, the Lawyers Committee for Civil Rights, Arab-American Anti-Discrimination Committee, Gay and Lesbian Advocates and Defenders, American Association of Retired Persons, Boston Center for Independent Living, Information Center for People With Disabilities, and the Boston Rainbow Coalition. We have also been in touch with organizations of minority social workers and minority employees at Digital Equipment Corporation. Several of these organizations have responded by putting announcements in their newsletters or publications. We are also working on making contact with organizations of minority health care professionals, mixed race couples, and minority educators.

Our outreach efforts have also included a large number of person-to-person contacts with people of diverse backgrounds, and press interviews in which New View's diversity outreach efforts have been discussed. And, as I mentioned at the meeting, we have placed display ads in the Bay State Banner (an African-American weekly), La Semana (a Latino weekly published in Boston) and El Mundo (a Latino weekly published in Cambridge).

Please let me know if you have any questions about the enclosed material. Bob Engler and I look forward to meeting with you again once New View has decided on the overall size of the community and whether our proposal will include affordable housing units.

Enclosures
cc: Mr. Robert Engler

HOFF/NEWVIEW/AL9

Date: February 3, 1994
To: Acton Community Housing Corporation
From: Bob Engler/New View Neighborhood Development, Inc.
Re: PCRC Affordable Housing Proposal

MEMORANDUM

This Memorandum of Understanding relates to the provision of affordable housing as part of our application for a special permit as a Planned Conservation Residential Community (PCRC). It is contingent upon the Planning Board's approval of the density bonus (4 units) associated with the provision of affordable housing as outlined below:

Section 4 of the PCRC application requires information on the inclusion of affordable dwelling units. Accordingly, we are proposing the following approach:

- o According to the matrix provided us by the Acton Planning Department (March 1993), we have made the following calculations: New View's base unit count is 21 dwelling units based on a total surveyed area within the PCRC of 19.28 acres (15.48 acres on the Sisson property + 3.28 acres in Lot #3 of Gregory Lane + .52 acres of New View's 1.37 acres of common land in Parcel A of Gregory Lane). We have selected Option 4 and seek a 0.15 density bonus which enables us to produce 25 total units. Option 4 is the cash payment to the Town of Acton's designee (ACHC) "solely for the purpose of financing the purchase, rehabilitation and/or construction of LOW-INCOME and MODERATE-INCOME housing."
- o New View Neighborhood Development will provide to the Acton Community Housing Corporation the sum of \$100,000 to be used at the discretion of ACHC for the purpose of creating affordable housing within the Town of Acton (which will be considered "off-site" for the purposes of our application). This amount of money is comensurate with EOCD's guidelines under its Chapter 705 scattered site family housing program for the total development cost of one affordable housing unit; however, if ACHC can use these funds to leverage or create more than one affordable dwelling unit, that decision will not alter the calculations under the Town's Affordable Housing Overlay District.

- o New View will contribute these funds according to the following schedule:

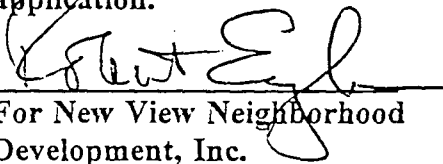
\$25,000 from the first requisition of funds for the start of construction on the site;

\$25,000 from the first requisition of funds for the start of construction on the first new dwelling unit;

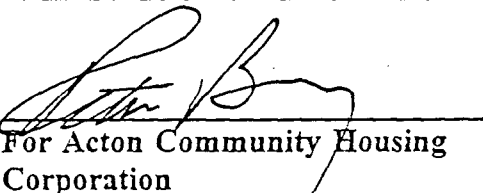
\$50,000 from the first requisition of funds for the 12th new dwelling unit, but in no instance more than 6 months after the second payment.

Section 4 asks for addition information about the affordable housing scheme being proposed, such as location, plans, deed restrictions, subsidy arrangements, pro forma, selection criteria for purchasers or tenants, construction schedule, tabulations, developer information and market study, none of which can be answered by New View since it is our mutual agreement that these decisions should be left to ACHC to meet its own priorities and community objectives.

Your signature affixed below will signify your acceptance of this Memorandum of Understanding which will be included in our PCRC application.


For New View Neighborhood
Development, Inc.

2/19/94
Date


For Acton Community Housing
Corporation

2/17/94
Date

ps. You might consider an option to our cash payment which would involve us directly building an affordable unit/house on a site which you controlled.

ACTON COMMUNITY HOUSING CORPORATION
P.O. BOX 681
ACTON, MASSACHUSETTS, 01720
(508)263-4776

July 22, 1994

Mr. David Hill
Chairman, Acton Planning Board
Town Hall Main Street
Acton, Ma. 01720

Dear David:

I am writing on behalf of Acton Community Housing Corporation's support of New View Development's application to construct twenty four (24) units of residential housing in West Acton. New View's representatives have met with the ACHC's Board numerous times over the past fifteen (15) months and have kept the ACHC informed of the changes in this project up to its current definition.

The ACHC's support of this project is based upon our belief that the parties involved are committed to supporting affordable housing in Acton and have demonstrated this commitment with the following offer within their proposal:

- 1). One unit within the development will be reserved for a First Time Home Buyer at reduced market rate, meeting the Affordable Housing guidelines of the State's Local Initiative Program (LIP). Additionally the unit will have all appropriate Deed Restrictions to maintain its status as affordable as defined in EOCD's guidelines.
- 2). New View has committed to a \$100,000.00 donation to the Town of Acton for the promotion of affordable housing. We would suggest the Planning Board and the Selectmen consider working with the ACHC in terms of further definitions for the use of these funds.

On August 1, 1994 Peter Berry, Chairman of the ACHC, will attend the meeting of the Planning Board and be available for any questions in regard to our support of this application.

Sincerely,

Naomi E. McManus
Clerk, ACHC
cc: Peter Berry, Chairman



**STOCKARD
ENGLER
BRIGHAM**

DATE: FEBRUARY 4, 1994

TO: ACTON COMMUNITY HOUSING CORPORATION

FROM: BOB ENGLER

RE: MODIFICATION TO NEW VIEW'S AFFORDABLE
HOUSING
CONTRIBUTION

MEMORANDUM

I apologize for forgetting that your meetings occur in the AM rather than the PM and when Betty told me to come Thursday at 7:45 I went into automatic pilot and put it down in my calendar for the evening. Perhaps, subconsciously, I did not want to get up that early, but who knows...

Please consider this revised agreement from the one which was signed last Fall. Essentially, we are making the same payment for an affordable unit to be built off-site, under your direction. We are, however, offering the possibility that we could construct that unit for you directly (including design) rather than providing the cash - if this makes sense to you and the Town.

The revision is necessary because we are applying for 25 units rather than 29 and the old agreement referenced 29 units. I hope you can address this request at next Thursday's meeting. In the interim, I would be pleased to answer any questions and can be reached at 617 876-5900.



**Preliminary Site Plan for
New View Neighborhood Development**

344 Central St. West Acton, MA

0 20 40 60 80 100
Scale (feet)

Arracher Quinn Architects, Inc.
136 MA Avenue St. Cambridge, MA 02138
(617) 868-3755
Elena Saporta Landscape Architect
107 Ivory St. Cambridge 02138
(617) 547-5093

May 27 1993
Issue:

1.1



TOWN OF ACTON
472 Main Street
Acton, Massachusetts, 01720
Telephone (508) 264-9636
Fax (508) 264-9630

Planning Department

April 11, 1996

Bob Engler
Stockard Engler Brigham
10 Concord Avenue
Cambridge, MA 02138 **FAX 617-576-6612**

Re: New View, Acton - On-Site Affordable Unit

Dear Bob:

It has been brought to my attention that the closing for the on-site affordable unit is scheduled for tomorrow, April 12, 1996. I wish to draw your attention to condition 3.7 of the Planning Board's special permit decision, which requires among other things that a regulatory agreement with the Town of Acton be recorded. This regulatory agreement must be consistent with the applicable portions of Section 4.4 of the Zoning Bylaw.

I have been asked to review the various documents and arrangements regarding this affordable unit. Due to the ongoing Town Meeting, I have not had the opportunity to review this material. Therefore I must caution you, that at this time the regulatory agreement and any restrictive covenants may not meet the requirements of the special permit. I expect to be able to review the matter during the next week. If the closing will not be rescheduled to a later date, this letter should serve as notice that the draft regulatory agreement and other restrictive covenants may not be in their final form. I am also interested to see documentation that the requirements of Section 4.4.8 (local preference) have been adhered to in the buyer selection process.

By copy of this letter to the Acton Building Commissioner, I advise him that condition 3.7 of the Special Permit has not been met at this time, and therefore not to issue an occupancy permit for the 20th or any subsequent dwelling unit at the New View project.

Sincerely,

Roland Bartl, AICP
Town Planner

cc: ✓ Don P. Johnson, Town Manager
 Garry Rhodes, Building Commissioner

ACTON COMMUNITY HOUSING CORPORATION
P. O. BOX 681
ACTON, MASSACHUSETTS 01720

April 11, 1996

Mr. Robert Engler
Stockard Engler Brigham
10 Concord Avenue
Cambridge, MA 02138

Re: New View Neighborhood Development - On-Site
Affordable Unit

Dear Bob:

Reference is made to your Memorandum of March 28, 1996 addressed to the Acton Community Housing Corporation ("ACHC") and Roland Bartl regarding the above-noted matter and to a subsequent telephone conversation which we had.

At the regularly scheduled meeting of the Board of Directors of the ACHC held this morning, it was agreed that I would send you this letter to express the ACHC's concern that the unit referred to in your Memorandum not be conveyed until issues regarding "affordability" and the process for resale of the unit are clearly defined.

Until the Planning Board and the ACHC have had an opportunity to review and agree with New View on the content of a "regulatory agreement" and related "deed rider", we feel that a closing should not take place with respect to the on-site affordable unit. Once Town Meeting has been completed, we will be happy to work with Roland Bartl on this matter.

Very truly yours,

Acton Community Housing
Corporation

By: 

Steven R. Graham

cc: Roland Bartl, Town Planner

cc: BOS 1st pg only

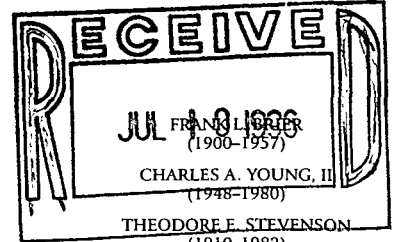
JUL 1 1996

ALAN B. BRAMS
CHARLES A. YOUNG, III
LAWRENCE R. LEVINSON

KENNETH J. McDONNELL

OF COUNSEL
J. RUSSELL HODGDON

LAW OFFICES
BRAMS, YOUNG & LEVINSON
470 TOTTEN POND ROAD
WALTHAM, MASSACHUSETTS 02154-1905
TELEPHONE: (617) 890-6999
FACSIMILE: (617) 487-7967



ARVID H. JOHNSON
(1939-1994)

June 27, 1996

Don P. Johnson
Town of Acton
472 Main Street
Acton, MA 01720

Dear Mr. Johnson:

Here is one completed original copy of the Affordable Housing Restriction affecting 7 Half Moon Hill, Acton. I will arrange to send to you a copy of the original which was recorded with the Middlesex South District Registry of Deeds.

Very truly yours,

Charles A. Young *[Signature]*
Charles A. Young, III

CAYIII/LK

Enclosure

121 176

AFFORDABLE HOUSING RESTRICTION

NEW VIEW NEIGHBORHOOD DEVELOPMENT PROJECT
HALF MOON HILL, ACTON, MA

This Affordable Housing Deed Restriction and Covenant ("Affordable Housing Restriction") shall be attached to and made a part of the recorded deed

from: New View Development Corporation ("Grantor")
to: Yvonne Bauer ("Grantee")
dated: June 24, 1996, recorded herewith.

WHEREAS, the Town of Acton (the "Town") has created in Section 4.4 of its Zoning Bylaw an Affordable Housing Overlay District;

WHEREAS the New View Condominium project is located in the Affordable Housing Overlay District;

WHEREAS, a Planned Conservation Residential Community ("PCRC") Special Permit was granted to New View Development Corporation by the Acton Planning Board on August 23, 1994, which permit, as amended, is recorded in Middlesex South Registry of Deeds, Book 25202, page 91;

WHEREAS, the New View Condominium project includes an affordable dwelling unit as defined under the Town's Affordable Housing Overlay District by-law (the "By-law") and the PCRC Special Permit;

WHEREAS, the Affordable Housing Overlay District by-law contains provisions restricting sale of Affordable Housing Dwelling Units, limiting the maximum resales price for such units, and providing for the enforcement of such restrictions by the Town;

WHEREAS, New View Development Corporation has designated #7 Half Moon Hill, which is an approximately 2,147 square foot, 3 bedroom, 2 bath unit (see Exhibit A), and is shown as Unit #7 on the Record Plan titled "Plan of Land for New View Condominium, Half Moon Hill, Acton, MA dated October 30, 1995 and recorded at the Middlesex South Registry of Deeds, as Plan No. 1192 of 1995, as an Affordable Housing Dwelling Unit ("Affordable Unit"), in partial satisfaction of its obligations under the PCRC Special Permit;

WHEREAS, the Grantee has certified to have a gross annual income of less than 80% of the median income for the Boston Primary Metropolitan Statistical Area as set forth in the most

MSD 06/27/96 10:49:56 147 41.00

Mortgage

MARGINAL REFERENCE REQUESTED	
DOC# 146	6-27-96
BOOK _____	PAGE _____

recent HUD publication, and is, therefore, an Eligible Purchaser, as defined in the By-law;

NOW THEREFORE, as further consideration from the Grantee to the Grantor for the conveyance of the Affordable Unit at a discount in accordance with the PCRC Special Permit and the By-law, the Grantee, her heirs, successors and assigns, hereby agrees that the Affordable Unit shall be subject to the following rights and restrictions which are hereby imposed for the benefit of, and shall be enforceable by, the Town of Acton.

1. MAXIMUM SALES PRICE:

(a) Initial Sale: The sales price for the Affordable Unit known as #7 Half Moon Hill has been set at the most recently published median family income for the Boston Primary Metropolitan Statistical Area (\$56,500) times a multiplier of 2.036, which produces an initial sales price of \$115,034 for the Affordable Unit.

(b) Maximum Resale Price: The maximum sales price at any subsequent resale of the Affordable Unit shall be limited to the median family income for the Boston Primary Metropolitan Statistical Area as last published prior to the resale, times a multiplier of 2.036, adjusted for Dwelling Unit size in accordance with Section 4.4.6.5 of the Bylaw, plus the cost of documented capital improvements by the Grantee, (other than bedroom additions, garages and improvements detached from the Dwelling Unit), but limited to a maximum annual increase of one percent (1.0%) of the most recent purchase price per year; provided, however, the resale price after inclusion of such capital improvement costs shall in no case exceed one hundred twenty percent (120%) of the median family income for the Boston Primary Metropolitan Statistical Area as last published prior to the resale, times a multiplier of 2.036, adjusted for Dwelling Unit size in accordance with Section 4.4.6.5 of the Acton Zoning Bylaw.

2. RESTRICTION ON RESALE

The Grantee hereby covenants and agrees with the Grantor and the Town Acton that she will not sell, convey, or otherwise transfer, or encumber the Affordable Unit, except to an Eligible Purchaser or a First Mortgagee in accordance with this Affordable Housing Restriction.

For purposes of this Affordable Housing Restriction, Eligible Purchaser shall mean a person or household whose income is at or below 80% of the median income of the Boston Primary Metropolitan Statistical Area as

published in the most recently issued regulations of the U.S. Department of Housing and Urban Development in accordance with HUD 42 USC 1431, as amended.

3. RIGHT OF FIRST REFUSAL

The Grantee hereby grants to the Town of Acton or its designee a right to locate an Eligible Purchaser for the Affordable Unit and a Right of First Refusal to purchase the Affordable Unit at the Maximum Resale Price, either or both of which may be exercised in accordance with the following provisions:

(a) If at any time the Grantee or any successor in title to the Grantee intends to sell or otherwise dispose of the property, the Grantee shall notify the Town in writing of its intention, at least 30 days prior to putting the unit on the market or offering to sell it to any person. Within 30 days from receipt of such Notice, the Town shall notify the Grantee in writing whether it intends to locate an Eligible Purchaser for the property and/or to exercise its right of first refusal to purchase the property.

(b) If the Town, within said 30 day period, notifies the Grantee that it intends to locate an Eligible Purchaser of the Affordable Unit or intends to exercise its right of first refusal to purchase the Property, the Town or its designee shall assist the Grantee in locating an Eligible Purchaser who is willing and able to purchase the Affordable Unit at the Maximum Resale Price, subject to an Affordable Housing Restriction satisfactory to the Town and substantially in the form of this Affordable Housing Restriction, within one hundred-twenty (120) days of the date that the Notice by the Grantee is given, or the Town may purchase the Affordable Unit itself at the Maximum Resale Price within such 120 days.

(c) If there is more than one Eligible Purchaser, the Town shall conduct a lottery or otherwise determine which Eligible Purchaser shall be entitled to a conveyance of the Property.

(d) At any time during the period of one hundred twenty (120) days from receipt of the Notice from the Grantee in accordance with Section 2(a) above, the Town or its designee may exercise its right to purchase the property by signing, prior to the expiration of such 120 day period, a Purchase and Sale Agreement, in usual form, to purchase the Affordable Housing Unit at the Maximum Resale Price. Thereupon, the Grantee shall proceed with due diligence to complete the transfer of the Affordable Unit to the Town or its designee in accordance with section 3(e).

(e) If an Eligible Purchaser is selected to purchase the Affordable Unit, or the Town elects to Purchase the Affordable Unit, the Affordable Unit shall be conveyed by the Grantee to such Eligible Purchaser, or to the Town, by a good and sufficient quitclaim deed conveying a good and clear record and marketable title free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed (ii) any lien for municipal betterments assessed after the date of the Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the Deed from the Grantor to Grantee, and (v) an Affordable Housing Restriction satisfactory to the Town, and substantially in the form of this Affordable Housing Restriction.

(f) If the Town fails to locate an Eligible Purchaser to purchase the Affordable Unit within one hundred-twenty (120) days after the Notice is given by the Grantee in accordance with section 3(a), and the Town does not exercise its right to purchase the Affordable Unit during said period, the Grantee may convey the Affordable Unit to any third party free and clear of all rights and restrictions contained herein, including, but not limited to the Maximum Resale Price, provided, however, any consideration and payments of any kind received by the Grantee for the conveyance of the Affordable Unit to the third party which exceeds the Maximum Resale Price shall be immediately and directly donated and paid to the Town or its designee to be used solely for the purpose of encouraging, creating or subsidizing the construction or rehabilitation of affordable housing or providing assistance or subsidies to eligible purchasers of affordable housing.

4. ENFORCEMENT ONLY UPON TRANSFER

Nothing in this Restrictive Covenant or in the Acton Zoning Bylaw shall be construed to require the Grantee to vacate or sell the unit if she loses her eligibility during the time of ownership. Rather, the restrictions governing this Affordable Unit shall be enforced upon resale.

5. RIGHTS OF MORTGAGEES

Notwithstanding anything herein to the contrary, if the holder of record of a first mortgage granted to a bank, mortgage company or other institutional lender shall acquire the Affordable Unit by reason of foreclosure or similar remedial action under the provisions of such

mortgage or upon conveyance of the Affordable Unit in lieu of foreclosure, and provided that the holder of such mortgage has given the Town of Acton not less than sixty (60) days prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Affordable Unit in lieu of foreclosure, the rights and restrictions contained herein shall not apply to such holder upon acquisition of the Affordable Unit, or to any purchaser (other than the Grantor, or any person related to the Grantor by blood, adoption or marriage, or any entity in which the Grantor has a financial interest) of the Affordable Unit from such holder, and such Affordable Unit shall thereupon and thereafter be free from all such rights and restrictions.

In the event such holder of a first mortgage conducts a foreclosure or other proceeding enforcing its rights under such mortgage and the Affordable Unit is sold for a price in excess of the greater of (i) the outstanding principal balance of the note secured by such mortgage plus all future advances, accrued interest and all reasonable costs and expenses which the holder is entitled to recover pursuant to the terms of the mortgage, or (ii) the Maximum Resale Price applicable on the date of the sale, as defined under section 1 of this Affordable Housing Restriction, such excess shall be paid to the Town in consideration of the loss of the value and benefit of the rights and restrictions herein contained held by the Town of Acton. In the event the Affordable Unit is sold for a price in excess of (i) above, but less than (ii) above, the purchaser of the Affordable Unit under the foreclosure sale conducted by such holder of the mortgage or any purchaser of the Affordable Unit from such holder shall be subject to the provisions of this Restrictive Covenant.

6. RESTRICTIONS AGAINST LEASING AND JUNIOR ENCUMBRANCES

The Affordable Unit shall not be leased, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Town, provided, however, that this provision shall not apply to a first mortgage granted in connection with this conveyance. Any rents, profits, or proceeds from any transaction described in this paragraph which has not received the prior written consent of the Town shall be paid to and become the property of the Town. The grant or withholding of such consent by the Town shall be in the absolute discretion of the Town and any such grant of consent may be subject to such terms and conditions as the Town, in its sole discretion, may impose.

7. COVENANT TO RUN WITH THE PROPERTY

This Affordable Housing Restriction shall be deemed an Affordable Housing Restriction as defined in G.L. c. 184, § 31, and the rights and restrictions set forth above shall run with the Affordable Unit and shall be binding upon and enforceable against the Grantee, the Grantee's successors and assigns and any party holding title to the Affordable Unit by the Town of Acton for a period of fifty (50) years from the creation of this restriction.

The Grantee intends, declares and covenants on behalf of itself and its successors and assigns that this Affordable Housing Restriction and the covenants, agreements, rights and restrictions contained herein shall be and are covenants running with the land, encumbering the Affordable Unit for the term of this Affordable Housing Restriction, and shall not merely be personal covenants of the Grantee, and shall bind the Grantee, its successors and assigns and enure to the benefit of the Town for the term of the Affordable Housing Restriction to the full extent of the law, whether or not the Affordable Housing Restriction complies with the provision of G.L. c. 184, § 31. Grantee hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Affordable Housing Restriction to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements or privileges of estate are also deemed to be satisfied in full.

8. RIGHTS OF OWNER UNDER CONDOMINIUM MASTER DEED

Nothing in this Affordable Housing Restriction shall be deemed to affect the interests of the owner of Unit #7 in the common areas and facilities of the condominium, as set forth in the New View Development Master Deed, recorded in the Middlesex South Registry of Deeds, Book 25588, page 448, or his or her rights and obligations thereunder, except that the provisions of Section 17 of the Master Deed giving the Trustees of the Condominium a right of first refusal shall not apply to Unit #7, so long as it remains an Affordable Unit, but such unit shall instead be subject to the restrictions on sale, transfer and encumbrance set forth in this Affordable Housing Restriction.

9. NOTICE

Any notices, demands or requests that may be given under this Restrictive Covenant shall be sufficiently given if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or such other addresses as may be specified by any party by such notice.

Town:

Town of Acton
472 Main Street
Acton, MA 01720

Grantee:

Yvonne Bauer
7 Half Moon Hill
Acton, MA 01720

Grantor:

New View Development Corporation
18 Half Moon Hill
Acton, MA 01720
Attn: James F. Snyder-Grant

10. SEVERABILITY

If any provision hereof or the application thereof to any person or circumstance shall be declared to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby, and each provision hereon shall be valid and enforceable to the fullest extent permitted by law.

Executed as a sealed instrument this 18th day of June, 1996.

NEW VIEW DEVELOPMENT CORPORATION
("Grantor")

By: James F. Snyder-Grant

YVONNE BAUER
("Grantee")

By: Yvonne Bauer

TOWN OF ACTON

By: Don P. Johnson

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

June 18, 1996

Then personally appeared the above-named James F. Snyder-Grant
and acknowledged the foregoing instrument to be ~~its~~ free act and
deed before me. * Presiding Officer
of New View
Development Corporation

Allen A. Lynch
Notary Public
My Commission Expires: 3-7-97

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

6/19, 1996

Then personally appeared the above-named Yvonne Bauer,
and acknowledged the foregoing instrument to be her free act and
deed before me.

Donna M. Jacobs
Notary Public
My Commission Expires: 10/30/98

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

6/19, 1996

Then personally appeared the above-named Don P. Johnson
and acknowledged the foregoing instrument to be his free act and
deed on behalf of the Town of Acton before me.

Donna M. Jacobs
Notary Public
My Commission Expires: 10/30/98

CONSENT TO THE RESTRICTIVE COVENANT

The undersigned being the holder of a mortgage on the above described property recorded with the Registry of Deeds as Instrument No. 146 of June 27, 1996, hereby consents to the execution and recording of this Affordable Housing Restriction and to the terms and conditions hereof.

The Co-operative Bank of Concord

By:

Margaret M. Kidder

Its:

Vice President

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

June 26, 1996

Then personally appeared the above-named Margaret M. Kidder and acknowledged the foregoing instrument to be act and deed and the free act and deed of The Co-operative Bank of Concord.

Charles E. Young III

Notary Public

My Commission Expires: 7/19/96

Exhibit A

Condominium Unit No. 7 in the building at 7 Half Moon Hill, Acton, Middlesex County, Massachusetts, which Condominium was created by a Master Deed dated August 17, 1995, and recorded with Middlesex County Southern District Registry of Deeds on August 22, 1995 in Book 25588, Page 448, as amended of record, in accordance with and subject to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, together with the Unit's undivided interest in the common areas and facilities as described in said Master Deed, said interest being 3.545 %, and all rights and easements appertaining thereto, including the right to the exclusive use of two (2) Common Area Parking Spaces shown on the Site Plan, which Common Area Parking Spaces shall be designated by the Trustees from time to time as provided for in the Master Deed.

SATURN::WP1:[AAL.24479.1]STD.AS9;2

JUN 27 1996

COMMONWEALTH OF MASSACHUSETTS
MIDDLESEX S.S. _____

SOUTH DIST. REGISTRY OF DEEDS

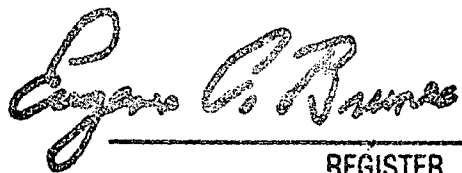
CAMBRIDGE, MA

I HEREBY CERTIFY THE FOREGOING

IS A TRUE COPY OF A PAPER

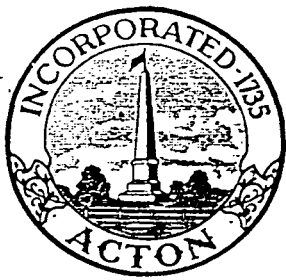
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REGISTER

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147



TOWN OF ACTON
472 Main Street
Acton, Massachusetts, 01720
Telephone (508) 264-9612
Fax (508) 264-9630

Don P. Johnson
Town Manager

August 23, 1996

Pamela Nourse
New View Development Corp.
2 Half Moon Hill
Acton, MA 01720

Dear Pamela:

The Board of Selectmen gratefully acknowledges the receipt of your donation of \$100,000 for the express purpose of the development of affordable housing in the Town of Acton. The Acton Community Housing Corporation is charged with the responsibility for creating affordable housing opportunities for first-time home buyers in Acton. New View's donation has been set aside in a special gift account while proposals are crystallized for its use. In the near future, ACHC will recommend a policy to the Board of Selectmen for the utilization of this money.

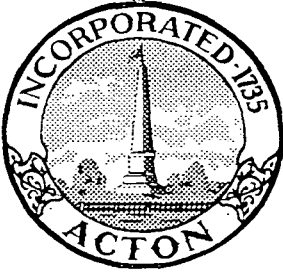
We marveled at the tenacity of the members of New View and have watched in awe as your mini-village rises proudly from the ground. Half Moon Hill seems to fit perfectly with its environment and sends out pleasant vibes. We look forward to a positive relationship as the residents become active (or continue to be active) members of this community.

On behalf of the Town of Acton, we say Welcome and Thank you!

Sincerely,

Nancy E. Tavernier, Chairman
Board of Selectmen

cc: ACHC
Planning Board



TOWN OF ACTON
472 Main Street
Acton, Massachusetts, 01720
Telephone (508) 264-9636
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Planning Department

INTERDEPARTMENTAL COMMUNICATION

To: Don P. Johnson, Town Manager **Date:** August 26, 1996
From: Roland Bartl, AICP, Town Planner *R.B.*
Subject: **New View Affordable Housing Contribution**

New View Development Corporation has donated \$100,000 to the Town. This donation is in fulfillment of condition 3.7.c) of the Special Permit issued by the Planning Board on August 22, 1994. Condition 3.7.c) reads:

"The Applicant shall donate to the Town of Acton the sum of \$100,000 to be dedicated solely towards the development of affordable housing in the Town of Acton."

You have asked about the dedication of the gift. The special permit was granted in accordance with Section 9 (PCRC) and 4.4 (Affordable Housing Overlay District) of the Zoning Bylaw. Under Section 4.4 New View was allowed a density increase in return for providing affordable housing. New View provided one affordable dwelling unit on site as per Section 4.4.3.1 - Option 3. In addition, New View had to donate \$100,000 to the Town under Section 4.4.3.1 - Option 4, which the Town has now received. The relevant sentences of Section 4.4.3.1 - Option 4 read:

"Cash payment to the Town of Acton or its designee in lieu of providing AFFORDABLE DWELLING UNITS. . . . Such cash payment shall be reserved solely for the purpose of the purchase, rehabilitation and/or construction of LOW-INCOME and MODERATE-INCOME housing."

I hope this will help you and the Board of Selectmen in determining how to dedicate the gift.

cc: Planning Board
Betty McManus ✓